MEMORANDUM OF AGREEMENT
BETWEEN BERGEN COMMUNITY COLLEGE AND BERGEN COMMUNITY COLLEGE FACULTY ASSOCIATION

THIS MEMORANDUM OF AGREEMENT, by and between BERGEN COMMUNITY COLLEGE (hereinafter referred to as the "College") and the BERGEN COMMUNITY COLLEGE FACULTY ASSOCIATION (hereinafter referred to as "BCCFA") (and mutually, the "Parties"), made and entered into on this 6th day of July, 2021.

WHEREAS, the Parties above have engaged in negotiations in good faith to arrive at a successor agreement to a collective negotiations agreement (hereinafter referred to as "CNA") that expired on June 30, 2018, as well as a Memorandum of Agreement ("MOA") entered into on February 26, 2019; and

WHEREAS, the Parties have arrived at an agreement on terms and conditions of employment, which are subject to ratification by both Parties.

NOW, THEREFORE, and in consideration of the mutual covenant contained herein, the Parties hereinabove referred hereby agree as follows:

1. The provisions of this Memorandum of Agreement are subject to ratification by the respective Parties to the CNA.

2. The signatories below agree to recommend this Memorandum of Agreement for ratification by their respective constituencies.

3. All provisions of the CNA between the Parties, which expired on June 30, 2018, and the Memorandum of Agreement that expired on June 30, 2019, shall remain in full force and effect unless otherwise modified herein.

4. All proposals not covered herein made by either Party during negotiations have been deemed withdrawn.

5. Unless otherwise stated herein, all modifications shall be fully retroactive to July 1, 2019.

6. Duration. The duration of this successor agreement is four (4) years, from July 1, 2019 to June 30, 2023.

7. The following text shall alter Article II, § 1 of the Parties' CNA:
"Year One: July 1, 2019 – June 30, 2020;

Year Two: July 1, 2020 – June 30, 2021;

Year Three: July 1, 2021 – June 30, 2022;

Year Four: July 1, 2022 – June 30, 2023."

8. Base Salary Increases. a. The current Article VII – Salary and Other Compensation, § 2 Salary Adjustments, be replaced with the following:

> "In Year One, the base salaries of all members of the BCCFA bargaining unit (except Lecturers) shall be increased by $1,800.00 for unit members whose base salary is less than or equal to $80,000 as of July 1, 2019 (for Groups A, S, C, L, R, E, and CLC) or September 1, 2019 (for Group T), and $1,600.00 for BCCFA unit members whose base salary is greater than $80,000 as of July 1, 2019 (for Groups A, S, C, L, R, E, and CLC), or September 1, 2019 (for Group T), provided that the bargaining unit member was actually employed by the College as of the final date of the execution of this MOA. The only exception to the same is any employee, who retired between July 1, 2019 and the final date of execution of the MOA, shall be entitled to pro rata share of base salary increase covering the period that he/she was on the active payroll of the College.
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> In Year Two, the base salaries of all members of the BCCFA bargaining unit (except Lecturers) shall be increased by $1,800.00 for unit members whose base salary is less than or equal to $80,000 as of July 1, 2020 (for Groups A, S, C, L, R, E, and CLC), or September 1, 2020 (for Group T) of 2020, and $1,600.00 for BCCFA unit members whose base salary is greater than $80,000 as of July 1, 2020 (for Groups A, S, C, L, R, E, and CLC) or September 1, 2020 (for Group T), provided that the bargaining unit member was actually employed by the College as of the final date of the execution of this MOA. The only exception to the same is any employee, who retired between July 1, 2020 and the final date of execution of the MOA, shall be entitled to pro rata share of base salary increase covering the period that he/she was on the active payroll of the College.
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> In Year Three, the base salaries of all members of the BCCFA bargaining unit, as of July 1, 2021 (except Lecturers) shall be increased by 2.25 %, provided that the bargaining unit member

was actually employed by the College as of the final date of execution of this MOA.

In Year Four, the base salaries of all members of the BCCFA bargaining unit, as of July 1, 2022 (except Lecturers) shall be increased by 2.25 %, provided that the bargaining unit member was actually employed by the College as of the final date of execution of this MOA, or is newly hired between final date of execution and June 30, 2022."

b. All minimum ten-month contract base salaries for each rank in Appendix A of the CNA shall be altered by the base salary increase for each year of the agreement accordingly. To wit:

	2019-2020	2020-2021	2021-2022	2022-2023
Professor	$78,690.66	$80,490.66	$82,301.70	$84,153.49
Associate Professor	$67,276.86	$69,076.86	$70,631.09	$72,220.29
Assistant Professor	$60,528.54	$62,328.54	$63,730.93	$65,164.88
Instructor	$58,471.20	$60,271.20	$61,627.30	$63,013.92
Associate Instructor	$52,915.26	$54,715.26	$55,946.35	$57,205.15
Professional Assistant	$57,430.80	$59,230.80	$60,563.49	$61,926.17
Technical Assistant I	$55,004.22	$56,804.22	$58,082.31	$59,389.17
Technical Assistant II	$46,810.56	$48,610.56	$49,704.30	$50,822.64
Technical Assistant III	$45,280.56	$47,080.56	$48,139.87	$49,223.02

c. Lecturers. Replace Article XVIII--Lecturer Classification, § 2 as follows:

"In Years One and Two, Lecturer base salaries shall be increased to $20,808.00 for Lecturers with less than a Master's degree, and $21,848.00 for Lecturers with a minimum of a Master's degree.

In Years Three and Four, Lecturer base salaries shall be increased to $21,224.00 for Lecturers with less than a Master's degree, and $22,285.00 for Lecturers with a minimum of a Master's degree."

9. Upon ratification by both Parties, and no later than forty-five (45) days after final ratification, the Parties agree to execute a complete, revised collective negotiations agreement that includes this Memorandum of Agreement and the successor agreement

Memorandum of Agreement for contract year July 1, 2018 to June 30, 2019. For the College, execution shall include the Chairperson of the Bergen Community College Board of Trustees and the President of the College. For the Association, execution shall include the President and Chief Negotiator/Secretary.

In witness whereof, the Parties hereto set their respective hands and seals this 6th day of July, 2021.

ATTEST: Bergen Community College

Date: 7-6-21

President, Bergen Community College

Date: 7-7-21

for Bergen Community College

ATTEST: Bergen Community College Faculty Association

Tobyn DeMarco

Date: July 2, 2021

President, BCCFA

/s/ Alan Kaufman

Date: July 2, 2021

Chief Negotiator, BCCFA

TD/aqp